

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**THE UNIVERSITY OF TENNESSEE**  
**AND THE**  
**U.S. DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**

This Memorandum of Understanding (MOU) between The University of Tennessee, through programs established by the Agricultural Extension Service, hereinafter referred to as UT, and the U.S. Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS.

**I. BACKGROUND**

NRCS is responsible for providing technical assistance to landowners and operators in protecting soil, water, and related resources under the provisions of the Soil Conservation and Domestic Allotment Act, as amended 16 U.S.C. 590 (a-f), and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA conservation program participants have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the Secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to a program participant "directly, or . . . through a payment . . . for an approved third party, if available"

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

The University of Tennessee is a Section 107 (c) not-for-profit educational corporation and instrumentality of the State of Tennessee. The University of Tennessee is a 1794 Land Grant Institution and provides instruction, research, and public service.

## II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between UT and NRCS through which UT, under its Comprehensive Nutrient Management Plan (CNMP) certification program may submit recommendations to NRCS of individuals who meet the UT's CNMP certification program standards, and NRCS may consider such individuals for certification as third party technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as program participants who wish to avail themselves of technical services provided by certified Technical Service Providers.

This MOU is to officially recognize that a person who has met the standards set by UT to become a CNMP Certified Specialist in the area(s) of Manure and Wastewater Handling and Storage, Nutrient Management and/or Land Treatment Practices also meets the NRCS standards for providing conservation assistance in these three CNMP element areas (Manure and Wastewater Handling and Storage, Nutrient Management, and/or Land Treatment Practices).

This MOU will benefit NRCS by providing UT recommended CNMP Certified Specialists the opportunity to become certified as Technical Service Providers by NRCS. This, in turn, will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit UT by providing UT CNMP Certified Specialists the opportunity to become certified as Technical Service Providers by NRCS. NRCS will place the certified Technical Service Provider on the approved list to provide technical service to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

## III. RESPONSIBILITIES

### A. UT will:

1. Provide a statement that the CNMP Certified Specialists that UT recommends for certification as Technical Service Providers meet the minimum NRCS standards for providing conservation assistance in the areas of Manure and Wastewater Handling and Storage, Nutrient Management and Land Treatment Practices;
2. Establish and maintain a registry of individuals who meet UT qualifications to provide conservation technical services, identified in A.1. The registry will include a list of services each individual is qualified to provide. The registry will contain the following information:
  - a) Name of Individual;
  - b) Company (if applicable);
  - c) Address;
  - d) Phone and FAX Numbers, and e-mail address if applicable;

- e) Skill Area;
  - f) Service Area;
  - g) Expiration Date of qualification under the UT CNMP certification program; and
  - h) UT is the recommending organization.
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain certification under the UT CNMP Specialist Certification program.
    - a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels at least once every three years; and
    - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates
  4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner;
  5. Remove individuals from the registry who do not maintain required levels of training within the 3 year timeframe or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS;
  6. Notify UT CNMP Certified Specialists when technical and programmatic materials are available from NRCS in a timely manner to ensure that the highest quality of conservation technical assistance is available;
  7. Upon request, and with agreement from all parties involved, provide NRCS with a list of courses an individual on the UT CNMP Certified Specialists registry used to fulfill continuing education requirements;
  8. Inform UT CNMP Certified Specialists that all providers to be certified by NRCS must execute a Certification Agreement as a condition of their certification by NRCS as a Technical Service Provider;
  9. Inform members certified as Technical Service Providers by NRCS that they are subject to the same annual quality reviews as that performed by NRCS employees; and
  10. Inform UT CNMP Certified Specialists that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B NRCS will:

1. Ensure that UT standards for recommending individuals to become NRCS certified TSPs meet NRCS standard criteria for technical services covered by this MOU;
2. Provide UT with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include technical manuals and conservation practice standards and specifications;
3. Provide the approved list of Technical Service Providers to USDA offices;
4. Assist in suggesting training opportunities for the UT CNMP Certified Specialists and serve as a resource, when available; and
5. Remove Technical Service Providers from the approved list through the decertification process if it is determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.

C. Agreed That Both Parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

#### IV. GENERAL PROVISIONS

- A. This MOU takes affect upon the signature of NRCS and UT and shall remain in affect for 3 years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or UT and the subsequent written concurrences of the other. Either NRCS or UT may terminate this MOU with a 30-day written notice to the other.
- B. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
- C. Termination of this agreement will not affect individuals certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved list of Technical Service Providers in accordance with the terms and conditions of their certification.
- D. NRCS and UT and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

- E. None of the information in this MOU shall obligate either the Department of Agriculture or UT to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies of the Department of Agriculture and UT will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- F. All activities under this agreement will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
- G. In accordance with NRCS Property Management Regulation, Temporary Regulation A-2, "The program or activities conducted under this memorandum of understanding will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency hereof."

## **V. TECHNICAL AND ADMINISTRATIVE CONTACTS**

### **A. UT**

Dr. Robert Burns  
Associate Professor  
Biosystems Engineering & Environmental Science Department  
2506 E.J. Chapman Drive  
Knoxville, TN 37996-4500  
Phone: (865) 974-7237  
Fax: (865) 974-4514  
email: [rburns@utk.edu](mailto:rburns@utk.edu)

### **B. NRCS**

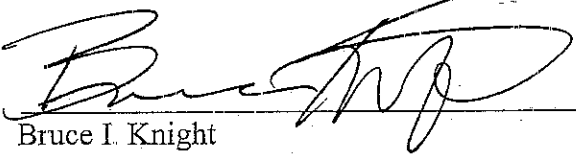
Lawrence E. Clark  
Deputy Chief for Science and Technology  
PO Box 2890, Room 5006 South Building  
Washington, DC 20013-2890  
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Fax: (202) 720-7710  
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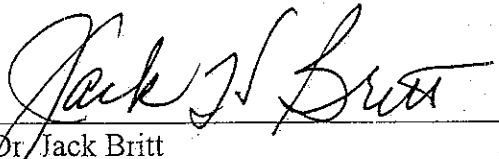
## VI. AUTHORITY

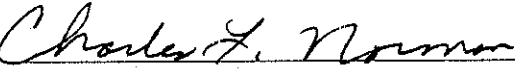
NRCS enters into this agreement under the authority of the Food Security Act of 1985, Section 1242, 16 U.S.C. 3842.

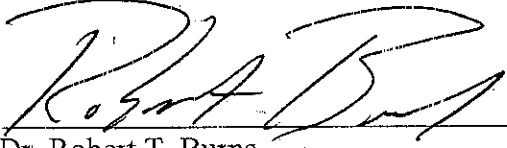
## VII. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.

Name  DATE 4/9/03  
Bruce I. Knight  
Title Chief, Natural Resources Conservation Service

Name  DATE 4/9/03  
Dr. Jack Britt  
Title Vice-President, The University of Tennessee Institute of Agriculture

Name  DATE 4/9/03  
Dr. Charles Norman  
Title Dean, Tennessee Agricultural Extension Service

Name  DATE 4/9/03  
Dr. Robert T. Burns  
Title Designated Technical Leader, UI CNMP Certification Program

By their signatures, the Principal Investigator attests he/she has read the Agreement and understands his/her obligations as a University employee therein.